

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT, OHIO
EASTERN DIVISION**

CLEVELAND BROWNS FOOTBALL
COMPANY LLC
76 Lou Groza Boulevard
Berea, Ohio 44017

Plaintiff

v.

TELANTIS GROUP CORPORATION
12501 World Plaza Lane
Fort Myers, Florida 33907-3991

Defendant

CASE NO.

JUDGE

**COMPLAINT FOR MONEY DAMAGES,
BREACH OF CONTRACT**

1. Plaintiff, the Cleveland Browns Football Company LLC, a Delaware limited liability company, is the owner of the Cleveland Browns NFL football team and the assignee of the Private Suite License Agreements entered into by Cleveland Stadium Marketing (“Cleveland Browns” or “Owner”). Cleveland Browns is a Delaware corporation with its principal place of business in Ohio.

2. Defendant Telantis Group Corporation is a Florida corporation having its principal place of business at 12501 World Plaza Lane, Fort Myers, Florida (“Telantis”).

3. This Court possesses diversity jurisdiction over this dispute pursuant to 28 U.S.C. § 1332(a) as there is complete diversity of citizenship between the Plaintiff and Defendant, and the amount in controversy exceeds \$75,000.00.

4. Venue in this Court is appropriate under 28 U.S.C. § 1391 (b)(2) as a substantial part of the events, acts and/or omissions giving rise to this action occurred within this judicial district.

5. On or about November 11, 1996, Larry E. Rogers (“Rogers”) as the “Licensee” executed a Private Suite License Agreement with Cleveland Stadium Marketing that became effective with the 1999 NFL Season (the “License Agreement,” a true and accurate copy of which is attached as Exhibit 1). The term of the License Agreement is for ten (10) NFL Seasons.

6. The License Agreement incorporated terms and conditions attached thereto (the “Terms and Conditions”).

7. Paragraph 1 of the License Fee and Ticket Payment Schedule, which is attached as Exhibit C to the License Agreement (the “Fee Schedule”) provides that the License Fees due under the contract were payable to the Owner in the amount of \$96,120 for the ninth 2007 season and \$98,042 for the tenth 2008 season. The License Fee for each season is payable in full on or before the 1st day of May immediately prior to NFL Season.

8. The Fee Schedule, Terms and Conditions and the Suite Benefits, attached as Exhibit B to the License Agreement, further provide that the Licensee is further obligated to pay Owner for a minimum amount of pre-season and regular Browns game tickets. In 2007, this amount is equal to \$15,400 and in 2008, the amount is no less than \$15,400 but could be higher depending on then current ticket prices.

9. Licensee is obligated to pay the License Fees and all other amounts due without any deductions, setoffs, or counterclaims against such payments on account of any alleged breach by Owner.

10. Any License Fee or other payment due Owner under the License Agreement shall bear interest from the date due at the rate of fifteen percent (15%) per annum or the highest rate permitted by law, whichever is less. (Terms and Conditions at ¶ 12).

11. The Terms and Conditions expressly provide that if the Licensee fails to pay any amounts due pursuant to the License Agreement, Owner may declare the entire unpaid balance of the License Fee (which for purposes hereof shall include the total aggregate unpaid balance of the annual License Fees for the Remainder of the Term) immediately due and payable, whereupon Owner shall have no further obligation of any kind to Licensee. (Terms and Conditions at ¶ 15).

12. Licensee is further responsible for all attorneys' fees and costs incurred by Owner in the enforcement of the License Agreement. (Terms and Conditions at ¶ 15).

13. The License Agreement, and all the terms and provisions thereof, were expressly made binding on the parties permitted assigns. (Terms and Conditions at ¶ 19(g)).

14. On or about December 28, 1998, Rogers assigned all of his rights under the License Agreement to Telantis pursuant to an Instrument of Assignment and Assumption (the "Assignment," a true and accurate copy of which is attached hereto as Exhibit 2.) The Assignment provides in relevant part that Telantis as the "Assignee" "accede[d] to all of Assignor's rights title and interests, and hereby assumes all of Assignor's obligations in, to and under the License Agreement." (Assignment at ¶ 1).

15. The Owner, Cleveland Browns, consented to the assignment in writing as part of the Assignment. (Assignment at p. 2).

16. On or about June 9, 2006, Cleveland Browns notified Telantis that it was in default for failing to pay amounts due pursuant to the License Agreement. Telantis was notified that it had 20 days to cure the default by remitting the full amount due and that if such amounts were not paid, the Cleveland Browns would terminate the License Agreement and declare the

entire unpaid balance of the License Fee immediately due and payable (the "Notice Letter," a true and accurate copy of which is attached as Exhibit 3).

17. Telantis failed to pay all amounts due within 20 days of the June 9, 2006 Notice Letter and has refused to pay additional amounts that have subsequently become due.

18. The Cleveland Browns has exercised its right to declare the License Agreement terminated and to demand amounts due under the License Agreement now totaling over \$239,900.

19. Demand has been made upon Defendant for payment to no avail.

**COUNT ONE
BREACH OF CONTRACT**

20. The allegations set forth in Paragraphs 1 through 19 above are incorporated herein by reference as if rewritten in full.

21. Telantis has breached its contract with Cleveland Browns.

22. Cleveland Browns have been damaged as a result of that breach in an amount in excess of \$25,000, to be proven at trial.

WHEREFORE, Plaintiff demands judgment against Defendant in the sum of \$239,900 plus interest thereon plus Plaintiff's attorney fees and costs.

BENESCH FRIEDLANDER
COPLAN & ARONOFF LLP

/s/ David R. Mayo
DAVID R. MAYO (#0014345)
MARIANN E. BUTCH (#0066813)
200 Public Square, Suite 2300
Cleveland, OH 44114
(216) 363-4647 - Phone
(216) 363-4588 - Fax
dmayo@bfca.com; mbutch@bfca.com

Attorneys for Plaintiff

